

**WEBB COUNTY FAIRGROUNDS SPECIAL EVENTS &
DECORATING SERVICES AGREEMENT**

This **Vendor Special Events and Decorating Services Agreement** ("Agreement") dated November 15th, 2023, and between Webb County, Texas, a Political Subdivision of the State of Texas on behalf of the Webb County Fairgrounds and Odisa Enterprises, LLC., a Texas limited liability company ("Vendor").

WHEREAS, Webb County pursuant to RFP 2023-0015, selected Odisa Enterprise, LLC., as the sole proposer to provide the Webb County Fairgrounds Facilities with special events decorating and/or catering services and related Odisa Enterprises, LLC., customary services, as more fully set forth herein; and

WHEREAS, Vendor agrees to provide these special events & decorating and/or catering and associated services (collectively, the "Deliverables") according to the terms and conditions contained herein for the Webb County Fairgrounds Facilities.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. **Scope of Services.** Vendor shall provide the Deliverables to Purchaser for the Offenders in accordance with Purchaser requirements and pricing and special event decorating and/or catering services as more fully set forth on Exhibits A&B, attached hereto and incorporated herein by this reference.
2. **Pricing and Payment.** In exchange for the provision of the Deliverables as described in Section 1, Purchaser agrees to pay Vendor for each Offender in accordance with the rates specified in Exhibits A&B. Vendor shall submit per approved event, and/or monthly to Purchaser an invoice for the goods, services and Deliverables provided during the preceding month, which will include the name, account number, event date, event package selected and pricing and total amount due for each event handled by Vendor. Additional information may be included in the invoice upon request. Purchaser shall pay such invoices within thirty (30) days of receipt of the same. Vendor may charge Offenders fees for unreturned equipment and ancillary items such as shipping and insufficient or late payments.
3. **Term and Termination.** The term of this Agreement shall begin on November 15, 2023 and continue for a period of TWO (2) years ending on November 14th, 2025. This Agreement may be renewed on the same terms, conditions, and subject to market pricing for an additional one (1) year terms. Either Party provides written notice of renewal and/or non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term.
4. **Compliance with Laws.** The Parties shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the provision of the Services as described in this Agreement.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard for conflict of law principles. Venue and jurisdiction for any litigation arising out of this Agreement shall be in the State of Texas.

6. **Independent Contractor.** Vendor acknowledges and agrees that it is the express intention of the Parties that Vendor work as an independent contractor, and not an employee, joint-venturer, or partner of Purchaser. Nothing in this Agreement shall be interpreted or construed as creating or establishing any relationship of employment, agency, partnership or joint venture between Purchaser and Vendor.
7. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase or word of this Agreement shall be held invalid, such holding shall not affect the remaining portions and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
8. **Entire Agreement.** This Agreement constitutes the full and complete Agreement between Purchaser and Vendor. This Agreement supersedes any and all other agreements or understandings, whether written or oral, between Purchaser and Vendor.
9. **Notices.** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing and shall be deemed to have been properly given if addressed as set forth below and: (a) if hand delivered, when delivered; (b) if mailed by United States Registered or Certified Mail (postage prepaid, return receipt requested, addressed as set forth below) upon receipt or refusal of receipt; or (c) if by a nationally recognized overnight delivery service (e.g., Federal Express, UPS Next Day Air, or other reliable express courier service from whom proof of delivery is available), on the next business day after delivery to such express courier service:

Executed on this 15th day of November, 2023.

WEBB COUNTY, TEXAS



TANOÉ TIJERINA
WEBB COUNTY JUDGE


Executed on this ___ day of September, 2023.

ODISA ENTERPRISES, LLC.

By: 

OCTAVIO PEREZ, MANAGER

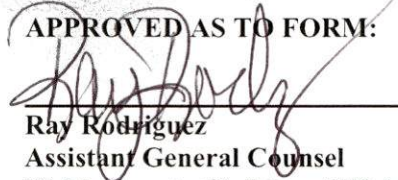
ATTESTED:

A circular seal for the Webb County Commissioners' Court. It features a five-pointed star in the center, surrounded by the text "COMMISSIONERS' COURT" at the top and "WEBB COUNTY, TEXAS" at the bottom. The seal is partially obscured by the signature and text below it.

Margie Ramirez Ibarra

MARGIE RAMIREZ-IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Ray Rodriguez". The signature is written over a horizontal line.

Ray Rodriguez
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
November 13th, 2023; Item No.